



**[AGENDA_CUSTOM_TEXT_2] AGENDA
TUESDAY, AUGUST 12, 2025
7:00 AM - CITY COMMISSION ROOM**

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

APPROVAL OF AGENDA

APPEARANCES, ACKNOWLEDGEMENTS, CORRESPONDENCE

OLD BUSINESS

NEW BUSINESS (Board of Adjustment)

NEW BUSINESS (Planning Commission)

PUBLIC INPUT

ADJOURN

AGENDA

1) PC August 2025

Any person with a disability wishing to attend any board meeting who may require special arrangements, please contact the Finance Office at (605) 256-7500 at least 24 hours before meeting time. All attempts shall be made to accommodate a request.

PLANNING COMMISSION/ BOARD OF ADJUSTMENT MEETING

CITY COMMISSION ROOM
Tuesday, August 12, 2025
7:00am

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES: June 17, 2025, Planning Commission Minutes

APPROVAL OF MINUTES: June 17, 2025, Board of Adjustment Minutes

APPROVAL OF AGENDA:

APPEARANCES, ACKNOWLEDGEMENTS, CORRESPONDENCE: None

OLD BUSINESS (Planning Commission and Board of Adjustment): None

NEW BUSINESS (Board of Adjustment):

1. Hearing on Appeal No. 746 – by T&S Properties, for a variance that if approved would permit the applicant to include offsite parking as onsite parking at 1116 S Washington Avenue. The properties are legally described as Lots 1A and 1B, Block 1 Lakeview Industrial Park Third Addition, City of Madison, Lake County, South Dakota.
2. Decision on Appeal No. 746 – T&S Properties
3. Hearing on Appeal No. 747 – by LAIC, for a variance that if granted would permit the applicant to increase the allowable square footage for signage at 1032 W Center Street. The property is legally described as Tract 1 Henkin's First Addition to the City of Madison, Lake County, South Dakota.
4. Decision on Appeal No. 747 – LAIC

NEW BUSINESS (Planning Commission): None

PUBLIC INPUT:

ADJOURNMENT:

Any person with a disability wishing to attend any board meeting who may require special arrangements may contact the Finance Office at 256-7500 and all attempts shall be made to accommodate those requests.

PLANNING COMMISSION PROCEEDINGS
CITY OF MADISON
June 17, 2025
7:00 am

John Groce called the meeting to order at 7:00am. The following members were present for roll call: John Groce, Jim Iverson, Bob Maxwell, Jennifer Wolff, Jacob DeBoer and alternate Kerry Barlow. Ryan Hegg, Dan Whitlock, Chad Van Den Hemel, Jennifer Hasleton, Jeff Wieman, Mayor Roy Lindsay, Jameson Berreth, Don Amert, Donna Amert, Dan Wardner, Shannon Kaufman, Billy Baune, Nic Wills, Erika Clements, Casey Crabtree, Eric Sinclair, and Adam Shaw were also in attendance. Tobin Morris, Quinn Reimers and Amy Sad attended via Zoom.

Motion by Commissioner Maxwell to approve the June 10, 2025, Planning Commission Minutes. Seconded by Commissioner Barlow. Motion carried unanimously.

Motion by Commissioner Wolff to approve the June 10, 2025, Board of Adjustment Minutes. Seconded by Commissioner Barlow. Motion carried unanimously.

Motion by Commissioner DeBoer to approve the June 17, 2025, agenda. Seconded by Commissioner Iverson. Motion carried unanimously.

Old Business: None

Motion by Commissioner Maxwell, seconded by Commissioner DeBoer to move into Board of Adjustment at 7:02 am. Motion carried unanimously.

Motion by Commissioner Wolff, seconded by Commissioner DeBoer to move out of Board of Adjustment and into Planning Commission at 8:25 am. Motion carried unanimously.

New Business:

Tax Increment District Number Seven– Discussion regarding whether to recommend the formation of a tax incremental district to be located at the following location: Lot 3 of Southridge Square First Addition to the City of Madison, in the County of Lake, South Dakota. Motion by Commissioner Iverson, seconded by Commissioner Wolff to recommend the formation of a tax incremental district to the Board of Commissioners. Motion carried unanimously.

Tax Increment District Number Seven– Discussion regarding whether to recommend the project plan. Motion by Commissioner Iverson, seconded by Commissioner Wolff to recommend the project plan of a Tax Increment District Number Seven to the Board of Commissioners. Motion carried unanimously.

Public Input: None

Commissioner Maxwell motioned to adjourn. Second by Commissioner DeBoer. Motion carried unanimously. Meeting adjourned at 8:45 am.

Dan Whitlock

Planning Commission

**BOARD OF ADJUSTMENT PROCEEDINGS
CITY OF MADISON
June 17, 2025**

The Planning Commission motioned to move into Board of adjustment at 7:02 am.

The following members were present for roll call: John Groce, Jim Iverson, Jennifer Wolff, Bob Maxwell, Jacob De Boer and Alternate Kerry Barlow. Also present were Administrative Officials Ryan Hegg, Mayor Roy Lindsay and Dan Whitlock. The following people were in attendance in addition to the Board, Jennifer Hasleton, Chad Van Den Hemel, Jeff Wieman, Jameson Berreth, Don Amert, Donna Amert, Dan Wardner, Shannon Kaufman, Billy Baune, Nic Wills, Erika Clements, Casey Crabtree, Eric Sinclair, and Adam Shaw. Tobin Morris, Quinn Reimers and Amy Sad attended via Zoom.

This being the time and place set for the hearing on conditional use Appeal Request No. 744 by Nic Wills, for a conditional use application that, if granted, will permit the applicant to construct a 30'x40' garage with 16' sidewall height at 315 NW 4th Street. Mr. Hegg went through the contents of the packet. Mr. Wills states the height allowed for a garage is limiting to those who own campers or boats.

There were no additional opponents or proponents. Chairman Groce closed the public hearing and proceeded to the decision agenda item for appeal. Motion by Mr. Maxwell, second by Mr. DeBoer to approve Appeal No. 744. Motion carried unanimously.

This being the time and place set for the hearing on conditional use Appeal Request No. 745 by Don Amert for a variance application that, if granted, will permit the applicant to construct a building with a 20' rear setback in lieu of the required 30' and 35 parking spots in lieu of the required 40 at Lot 1 of Southridge Square First Addition to the City of Madison, in the County of Lake South Dakota. Mr. Hegg went through the contents of the packet regarding the parking and setback requirements of the lot. Mr. Amert explains the building will be used for Embrace Dentistry and orthodontics. It cannot be two levels due to elevator constraints. Mr. Sinclair and Mr. Crabtree speak in favor of building and developing the lot located on a visual corner of Madison. Mr. Kaufman shares his parking and snow removal concerns for adjacent property. Dr. Baune while supporting Embrace Dentistry, has concerns regarding parking and traffic along that corner.

There were no additional opponents or proponents. Chairman Groce closed the public hearing and proceeded to the decision agenda item for appeal. Motion by Ms. Wolff second by Mr. Maxwell to approve Appeal No. 745. Roll call vote taken. 5-1 in favor. Motion carried.

Motion by Ms. Wolff, seconded by Mr. DeBoer to move out of the Board of Adjustment at 8:25am. Motion carried unanimously.

Dan Whitlock
Board of Adjustment

CITY OF MADISON
VARIANCE APPLICATION

APPEAL NUMBER 746

APPLICANT (PRINT): Randy Hanson PHONE: 605-690-1624

ADDRESS: 1311 Main Ave S, Brookings, SD 57006

OWNER (PRINT): T4S Properties PHONE: 605-256-2670
IF DIFFERENT THAN APPLICANT

ADDRESS: 502 NE 2nd St, Madison, SD 57042
1116 S WASHINGTON AVENUE

I/WE, THE UNDERSIGNED, DO HEREBY PETITION THE BOARD OF ADJUSTMENT OF THE CITY OF MADISON SOUTH DAKOTA, TO ISSUE A VARIANCE FOR THE PROPERTY DESCRIBED AS:

LEGAL DESCRIPTION (Please print or type)

(see attached plat)

GENERAL AREA OR STREET ADDRESS: (see attached Plat)

EXISTING LAND USE: Industrial Park EXISTING ZONING: _____ see plat

SIZE OF PARCEL: ACRES / SQFT _____ LOT DIMENSIONS: WIDTH _____ LENGTH _____ DEPTH _____

SURROUNDING LAND USE
NORTH: State Highway
SOUTH: Business (CEC)
EAST: Business (Heartland)
WEST: street

PLEASE PROVIDE A BRIEF STATEMENT OF THE VARIANCE DESIRED AND PLEASE STATE THE HARDSHIP REQUIRING RELIEF. (Proof of hardship is on the applicant - Hardship examples are odd size or shape of the lot, unusual topography, etc. attach a letter of explanation to document requirements necessary to approve if necessary)

Parking Variance. There is a Mutual Permanent Access
Essential to the parking lots & driveways of the adjoining
land owners. (see attached)

I (we) further state that if this request is granted, I (we) will proceed with the actual construction in accordance with the plans herewith submitted within one year or additional time as extended from the effective date of the appeal.

SIGNATURE OF APPLICANT [Signature]

SIGNATURE OF OWNER (IF DIFFERENT THAN APPLICANT) [Signature]

NOTE: A SKETCH OF PROPOSED PROPERTY SHALL ACCOMPANY THIS APPLICATION, SHOWING THE FOLLOWING:

- 2. NORTH DIRECTION
- 2. DIMENSIONS OF PROPOSED STRUCTURE
- 3. STREET NAMES
- 4. OTHER INFORMATION AS MAY BE REQUESTED
- 5. LOCATION OF PROPOSED STRUCTURE ON LOT
- 6. DIMENSIONS OF FRONT AND SIDE SET BACKS
- 7. LOCATION OF ADJACENT EXISTING BUILDINGS

THE BOARD OF ADJUSTMENT MAY REQUIRE THAT SUCH PLANS BE PREPARED BY A REGISTERED ENGINEER OR LAND SURVEYOR.

**PLEASE USE THE ATTACHED SKETCH INSTRUCTION SHEET FOR AN EXAMPLE.

FOR OFFICIAL USE ONLY

DATE FILED WITH ADMINISTRATIVE OFFICIAL: 7/18/2005
FEE PAID (NON-REFUNDABLE): X YES _____ NO
DATE OF HEARING: August 12 2005
ACTION BY BOARD OF ADJUSTMENT: _____

**PLAT OF
LOTS 1A AND 1B, BLOCK 1,
LAKEVIEW INDUSTRIAL PARK THIRD ADDITION,**

Being a replat of Lot 1 of Block 1 of Lakeview Industrial Park Third Addition, City of Madison, Lake County, South Dakota

OWNER'S CERTIFICATE

We, Southridge Professional Building, LLC, do hereby certify that we are the owner of all land included in the above plat and that said plat has been made at our request and in accordance with my instructions for the purposes indicated herein and that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations.

There is hereby granted to the City of Madison, or to the holder of any utility franchise, an easement at the locations shown in the above plat for the purpose of installing and maintaining any utility line. Any land shown in the above plat and designated as a street, road, alley, park or public ground is hereby dedicated to public use as such forever, but such dedication shall not be construed to be a donation of the fee of such land.

This plat shall vacate of Lot 1 of Block 1 of Lakeview Industrial Park Third Addition to Madison, South Dakota, such plat filed July 11, 2002 in book of Plats on Page 5.

We, Southridge Professional Building, LLC, do hereby certify that this replat will not place any existing lot or building in violation of any applicable ordinance, code, regulation, law including but not limited to zoning, building, subdivision, and flood prevention.

IN WITNESS WHEREOF I have hereunto set my hand this _____ day of _____, 20__.

Ashley Crabtree, Member

STATE OF SOUTH DAKOTA }
COUNTY OF LAKE } ss.

On this the _____ day of _____, 20__, before me, _____, the undersigned officer, personally appeared Ashley Crabtree, Member, and acknowledged that he being authorized to do so executed the foregoing Owner's Certificate for the purpose therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

DATED THIS _____ DAY OF _____, 20__

Notary Public
My commission expires _____

CITY ENGINEER'S CERTIFICATE

I, _____, City Engineer of the City of Madison, do hereby certify that this plat has been reviewed by me or my authorized agent and that this plat is recommended for approval by the City Commission.

Signed on this _____ day of _____, 20__.

City Engineer, City of Madison, South Dakota

PLANNING COMMISSION CERTIFICATE

Approval of the Plat of LOTS 1A AND 1B, BLOCK 1, LAKEVIEW INDUSTRIAL PARK THIRD ADDITION, Being a replat of Lot 1 of Block 1 of Lakeview Industrial Park Third Addition, City of Madison, Lake County, South Dakota, is hereby granted by the City Planning Commission on this _____ day of _____, 20__.

Chair, City Planning Commission

CITY COMMISSION APPROVAL

Resolution No. _____
Be it resolved by the City Commission of the City of Madison, that the Plat of LOTS 1A AND 1B, BLOCK 1, LAKEVIEW INDUSTRIAL PARK THIRD ADDITION, Being a replat of Lot 1 of Block 1 of Lakeview Industrial Park Third Addition, City of Madison, Lake County, South Dakota, is hereby approved and that the City Finance Officer of the City of Madison is hereby directed to endorse on such plan a copy of the resolution and certify the same thereon.

Adopted this _____ day of _____, 20__.

Mayor, City of Madison

Attest: _____
City Finance Officer

CITY FINANCE OFFICER'S CERTIFICATE

I, _____, the duly appointed, qualified and acting City Finance Officer of the City of Madison, South Dakota, do hereby certify that I have compared the copy of the foregoing Resolution No. _____ with the original thereof as contained in the minutes of said Board of City Commissioners for the meeting of said board held on the _____ day of _____, 20__ and that the foregoing is a true and correct copy of said resolution and that the same has not been altered, modified or amended, on this _____ day of _____, 20__.

COUNTY TREASURER'S CERTIFICATE

City Clerk, City of Madison, South Dakota

I, Treasurer of Lake County, South Dakota, do hereby certify that all taxes which are liens upon any land included in the above (and the foregoing) plats, as shown by the records in my office, have been paid in full.

Dated this _____ day of _____, 20__

Treasurer, Lake County, South Dakota

DIRECTOR OF EQUALIZATION

I, Director of Equalization of Lake County, South Dakota, do hereby certify that a copy of the above plat has been filed at my office.

Director of Equalization, Lake County, South Dakota

REGISTER OF DEEDS

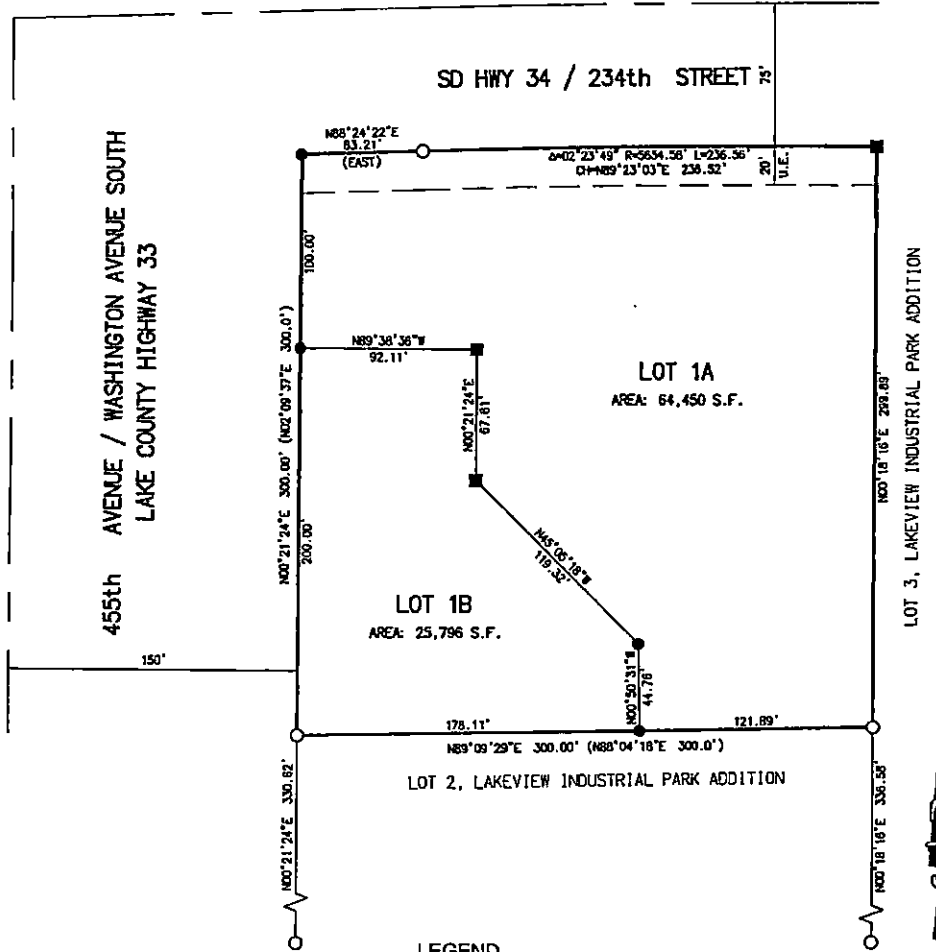
Filed for record this _____ day of _____, 20__, at _____ o'clock _____ m., and recorded in Book _____ of Plats on page _____ therein.

Register of Deeds, Lake County, South Dakota

SHEET 2 OF 2

PLAT OF LOTS 1A AND 1B, BLOCK 1, LAKEVIEW INDUSTRIAL PARK THIRD ADDITION,

Being a replat of Lot 1 of Block 1 of Lakeview Industrial Park Third Addition, City of Madison, Lake County, South Dakota



LEGEND

- FOUND MONUMENTATION
- SET 5/8" REBAR WITH SURVEY CAP "PLS 11114"
- INDICATES CHISELED "X" IN CONCRETE
- () INDICATES RECORD DISTANCE
- U.E. INDICATES UTILITY EASEMENT (WIDTH AS SPECIFIED)

SCALE: 1" = 60'
September 29, 2023

NOTE:

This plat shall vacate Lot 1 of Block 1 of Lakeview Industrial Park Third Addition to Madison, South Dakota, such plat filed July 11, 2002 in book of Plats on Page 5.

SURVEYOR'S CERTIFICATE

I, Brian D. Ernst, a Registered Land Surveyor of the State of South Dakota, do hereby certify that I have, at the request of the owner of the real property hereinafter described, surveyed and platted a parcel of land in the City of Madison, South Dakota, as shown on the attached plat and marked upon the ground the boundaries thereof in the manner shown on said plat, and that the attached plat is a true and correct representation of said survey, and that the parcel of land so platted contains: LOTS 1A & 1B, BLOCK 1, LAKEVIEW INDUSTRIAL PARK THIRD ADDITION, Being a replat of Lot 1 of Block 1 of Lakeview Industrial Park Third Addition, City of Madison, Lake County, South Dakota, the location and dimensions of which are represented on said plat.

IN WITNESS WHEREOF, I have executed this Surveyor's Certificate

this 29th day of September, 2023.



Brian D. Ernst
Registered Land Surveyor No. 11114

NOTES:

BASIS OF BEARINGS ARE ASSUMED.

THIS PLAT WAS PREPARED WITHOUT THE
BENEFIT OF A TITLE COMMITMENT.

FORESIGHT
LAND SURVEYORS
1311 MAIN AVE. S, BROOKINGS, SD 57006
PHONE: 605.895.8442 Foresight@brookings.net

SHEET 1 OF 2

Signed Copy of Easements

Document Prepared By:
Eric E. Erickson
Cutler Law Firm, LLP
140 N. Phillips Ave., 4th Floor
Sioux Falls, SD 57104-6725 (605) 335-4950

MUTUAL PERMANENT ACCESS EASEMENT, MAINTENANCE, AND DECLARATION OF
RESTRICTIVE COVENANT AGREEMENT

THIS MUTUAL PERMANENT ACCESS EASEMENT, MAINTENANCE, AND DECLARATION OF RESTRICTIVE COVENANT AGREEMENT (the "Agreement") is made and entered into on this 7th day of August, 2024, by and between T & S Properties, L.L.C., a South Dakota limited liability company ("T&S") and Southridge Professional Building, LLC, a South Dakota limited liability company ("Southridge") (collectively, the "Parties").

WITNESSETH:

WHEREAS, T&S is the owner of certain real property described as follows:

***Lot 1B, Block 1, Lakeview Industrial Park Third Addition to the City of Madison,
Lake County, South Dakota;***

(the "T&S Parcel"); and

WHEREAS, Southridge is the owner of certain real property described as follows:

***Lot 1A, Block 1, Lakeview Industrial Park Third Addition to the City of Madison,
Lake County, South Dakota;***

(the "Southridge Parcel"); and

WHEREAS, the Parties hereto desire to grant to each other a reciprocal mutual permanent easement for ingress and egress to and from the above properties (collectively the "Parcels"), and provide for signage, the construction, maintenance, and allocation of construction and maintenance expenses and responsibilities, all as more particularly set forth herein,

WHEREAS, the Parties also desire to restrict the use of the buildings on the Parcels as more fully set forth herein,

NOW, THEREFORE, the Parties declare with respect to their respective real properties as follows:

1. Grant of Access Easement. The Parties hereby grant each other reciprocal permanent access easements over and across those portions of the T&S Parcel and Southridge Parcel identified as the Mutual Access Easement as shown on the attached Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Area").

2. Purposes. The access easement is for the purposes of ingress and egress from and to the Parcels and South Dakota Highway 34 and Washington Avenue South for vehicular and pedestrian travel by the Parties and their respective employees, agents, invitees, and contractors. The Easement Area shown on Exhibit A is hereby reserved as a permanent unobstructed access area. This Agreement and the easements, terms, provisions, and covenants herein are permanent and shall run with the land and benefit the Parcels and only the Parcels.

3. Initial Construction on T&S Parcel. T&S or its affiliates shall be responsible for the hiring, coordination, supervision, and construction of a commercial office building (with an exterior consistent with the exterior of the building located on the Southridge Parcel) as the location for a dental clinic (the "T&S Building") along with parking facilities as reasonably necessary for the Building and as may be required by applicable law, ordinance, or regulation (the "T&S Parking") (the T&S Building and T&S Parking may be collectively referred to herein as the "T&S Improvements"). Before construction is commenced for the T&S Improvements, T&S shall deliver the plans, specifications and identity of the contractor(s) selected to complete such construction work, to Southridge for approval (the "Notice"). Such approval shall not be unreasonably withheld, conditioned, or delayed (for purposes of expediency a party shall deliver any objection within 14 days of receiving the Notice or shall be deemed to approve of all items contained therein). All construction shall be performed in a good and workmanlike manner and in such a manner as to meet all city and other applicable codes and regulations. Once construction has commenced, T&S shall proceed with all diligence to complete the project in a timely manner.

4. Maintenance and Repairs. Each party will be responsible to maintain that portion of the Easement Area that lies on its Parcel in good and useable condition and repair, including snow removal, upkeep, maintenance repair, and replacement. However, the Parties may collectively assume responsibility for maintaining the Easement Area, or any portion thereof, in good and useable condition and repair, which responsibility includes, but is not limited to snow removal. If the Parties have collectively agreed to maintain the Easement Area, the Parties may, from time to time, appoint and direct one of the Parcel owners or another party to arrange for the upkeep, snow removal, maintenance and repair of the Easement Area.

- i) If the Parties have collectively agreed to maintain the Easement Area, the Parties will have the power to take actions as are necessary for the upkeep and maintenance of the

Easement Area, including but not limited to the following powers:

- (1) To request proposals and take bids, accept proposals and bids and enter into contracts for the upkeep, snow removal, maintenance and repair of the Easement Area.
 - (2) To establish accounts for the deposit of funds for the upkeep, snow removal, maintenance and repair of the Easement Area.
 - (3) To make demand upon and collect from all responsible Parties all sums required for the upkeep, snow removal, maintenance and repair of the Easement Area.
 - (4) To file an assessment lien against and collect from any party hereto (and such party's property) all sums due from the party pursuant to the terms of this Agreement, but which remain unpaid after its due date.
 - (5) In all instances where the Parties have agreed to share in a specific cost attributable to the Easement Area, T&S shall be responsible for 59% of such cost(s) and Southridge shall be responsible for 41% of such costs. In the event additional structures are constructed upon either Parcel, the distribution of costs shall be recalculated to so that costs are divided in proportion to the interior square footage of the buildings located on each of the Parcels.
- ii) If the Parties have not agreed to jointly share in a specific cost or expense necessary for the upkeep, snow removal, maintenance or repair of the Easement Area, each party shall be responsible to remove snow from and maintain and repair the improvements located within the Easement Area that is on the party's Parcel, at such Party's expense. In furtherance of the foregoing:
- (1) If a party fails to keep that portion of the roadway or sidewalks on a party's Parcel that is within the Easement Area free from snow and ice within 48 hours after snow or ice has stopped falling, the other Party may do so, and may charge to the party which owns the property the cost of such snow and ice removal.
 - (2) If a party fails to properly maintain the Easement Area that is on the party's Parcel (the "Defaulting Party"), written notice shall be delivered by one or more of the other Parcel owners to that party. If the Defaulting Party fails or refuses, within twenty (20) days after receipt of the written notice, to undertake actions to complete maintenance or repairs, the notifying party(ies) may undertake such action and the Defaulting Party shall reimburse the other(s) for the costs and expenses incurred by the notifying party(ies) to address the matters set forth in the notice. However, if the Defaulting Party provides written objection to the notifying party(ies), within twenty (20) days after receipt of the original notice, that the Defaulting Party disputes the matters set forth in the original notice, the Parties shall promptly meet in an effort to resolve their differences. If they are unable to agree upon the proper action to be taken they shall attempt to resolve their differences through mediation. If such mediation has not successfully resolved the matters addressed in the original notice within sixty (60) days after the original notice was provided by the notifying party, then either party may commence a legal action to establish the respective party(ies)' rights and obligations in accordance with this Agreement.

5. Signage. Southridge shall be responsible for the hiring, coordination, supervision, design, and installation of a marquee sign identifying the occupants of the buildings of the Southridge

Parcel and T&S Parcel. Said signage shall be subject to the approval of the Parties. Southridge and T&S will have equal display areas on such signage. The above requirements may necessitate the removal of any existing marquee or signage; if said removal is necessitated that cost shall be borne equally by the parties. Unless there are additional costs attributable to one of the parties, the costs related to the signage (including without limitation the initial installation, ongoing maintenance, and utilities) shall be split equally by the Parties.

6. Liens. It will be the duty of every Party to pay for their share of the necessary upkeep, snow removal, maintenance and repair of the Easement Area lying on its Parcel as required by this Agreement. If any party is required to make payment and fails or refuses to make any payment under this Agreement when due, the amount outstanding together with interest thereon at the rate of 12%, after the expenses become due and payable, will constitute an obligation of the defaulting party and a lien, enforceable by the Parties not in default on the defaulting party's property, as identified in the Recitals above. The lien will be subordinate to the lien of any prior recorded mortgage held by a defaulting party, its successors and assigns.

Any non-defaulting party, or its successors or assigns of its respective Parcel, will have the right to maintain a suit to collect damages from a defaulting party and to foreclose on any lien, and there will be added to the amount due the damages resulting from the party's default, the cost of suit and other fees and expenses, together with interest and reasonable attorneys' fees to be fixed by the court.

7. Records and Statements of Account. Any party to whom responsibility for arranging the records and statements of account has been delegated will cause to be kept detailed and accurate records in chronological order of the receipts and expenditures related to upkeep, snow removal, maintenance and repairs of the Easement Area, specifying and itemizing the expenses incurred. Such party will, upon receipt of ten days' written notice to it, and upon payment of a reasonable fee, furnish to any party a statement of its account setting forth the amount of any unpaid assessments or other charges due and owing from the party.

8. Construction Standards. All construction performed pursuant to this Agreement shall be done in a good and workmanlike manner, and in accordance with all local, state and federal regulations, and industry standards. Once construction has commenced, the party responsible for the construction shall proceed with all diligence to complete the project in a timely manner.

9. Restrictive Covenant. For a period of forty years after the execution of this Agreement, the parties agree and acknowledge the T&S Parcel may not be used for the performance of optometric services during such time as optometric services are performed on the Southridge Parcel; and, the Southridge Parcel may not be used for the performance of dental services during such time as dental services are performed on the T&S Parcel.

10. Indemnification. Each party must indemnify, defend and hold harmless the other Parties and their respective shareholders, members, officers, directors, managers, employees, agents, successors, assigns, tenants and invitees from and against any and all claims, demands, losses, damages, liabilities and expenses of all suits, actions and judgments (including, but not limited to, costs and reasonable attorneys' fees) arising out of or in any way related to: (a) the breach by a party of its obligations under this Agreement, or (b) use of the Easement Area by it, its employees, agents, invitees and contractors; and (c) the negligence or intentional misconduct of a party or a party's employees, agents, invitees, and contractors.

11. Obstruction. No party may obstruct any of the Easement Area, nor may anything be stored on the Easement Area, without the prior written consent of the other Parties.

12. No Liens. Neither party shall permit any mechanics', materialmen's or other liens to stand against the other's property or any part thereof for work or materials furnished in connection with this Agreement, and each party agrees to indemnify, defend and hold the other harmless from and against the same (including, but not limited to, costs and reasonable attorneys' fees).

13. Transfer of Property. This Agreement and the easements, terms, provisions, and covenants herein shall run with the land and be binding upon the parties hereto, their heirs, successors and assigns, and any person or other entity that at any time hereafter shall become the owner of any of the properties, or any portion of any such properties, located in the above described properties. In the event any party sells, transfers, conveys or otherwise changes title ownership to its respective property, the transferee automatically assumes all rights, privileges and obligations and liabilities under this Agreement by virtue of the conveyance.

14. Non-Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

15. Remedies. Any party will have the right to file a lawsuit specifically to enforce this Agreement. The court shall have the right and discretion to award the prevailing party or Parties in the lawsuit all costs and fees, including but not limited to reasonable attorneys' fees, against the non-prevailing party in such lawsuit.

16. Notices. Any notice under this Agreement must be given in writing to the party for whom it is intended in person, by facsimile transmission, email, U.S. Mail or other nationally recognized overnight courier at the last known address of the recipient.

17. Relationship of the Parties. The Parties agree this Agreement does not make any party a general or special agent, legal representative, subsidiary, joint venture, partner or employee of the another party to this Agreement for any purpose.

18. Forum, Venue and Governing law. The Parties agree this Agreement will be governed by and interpreted under the laws of the State of South Dakota. The Parties agree any dispute relating to or arising from this Agreement will be venued in the South Dakota Circuit Court for the Third Circuit sitting in Lake County, South Dakota. The Parties waive any defenses of inconvenience or lack of personal jurisdiction.

19. Severability. In the event any term, condition or provision of this Agreement or any portion of a term or provision is held to be invalid by a court of competent jurisdiction, the holding or holdings may not invalidate or make unenforceable any other term, condition or provision of this Agreement. The remaining terms, conditions and provisions are fully severable, and the remaining terms, conditions and provisions must be construed and enforced as if the unenforceable term, condition or provision had never been contained in this Agreement.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original document, but all of which will be considered one and the same agreement and will become binding when one or more counterparts have been signed by each of the Parties.

21. Miscellaneous. This Agreement is for the benefit of the Parcels identified herein. No dedication to the public is being made of the T&S Improvements. This Agreement shall be binding upon the Parties, their heirs, successors and assigns, and any person or other entity that at any time hereafter shall become the owner of any of the Parcels. This Agreement may not be amended, nor the use expanded for the properties/persons entitled to use the same for ingress and egress, including anyone other than the owners of the Parcels, and their respective employees, agents, invitees and contractors without the express written consent of the owners of the Parcels. To the extent inconsistent with the terms of any prior grant of an easement over the T&S Improvements in any plat of the properties, the terms and conditions of this Agreement shall control.

22. No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the Parties signing below, their successors and assigns, and no other person shall have any right, benefit or interest under or because of this Agreement.

23. Drafting Presumption. T&S and Southridge agree that they participated in the drafting of this Agreement and, in the event that any dispute arises in the interpretation or construction of this Agreement, no presumption shall arise that either one party or the other drafted this Agreement.

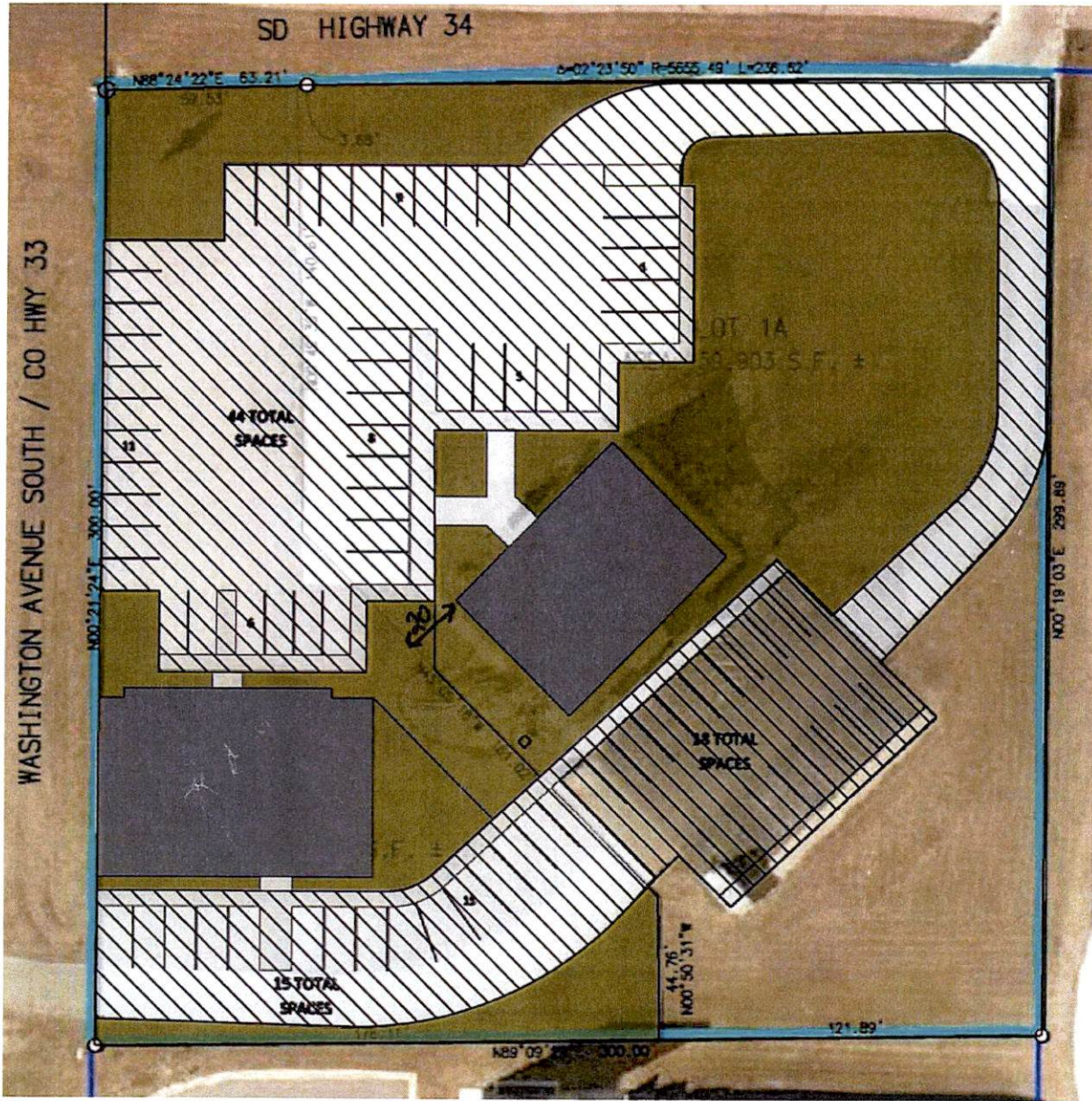
24. Further Assurances. The Parties agree that they shall execute and deliver any and all additional writings, instruments, and other documents contemplated hereby or referred to herein and shall take such further action as shall be reasonably required in order to effectuate the terms and conditions of this Agreement.

25. Cutler Law Firm. This Agreement has been drafted by the firm of Cutler Law Firm, LLP ("*Cutler Law Firm*"). T&S acknowledges and understands that Cutler Law Firm has only represented Southridge in connection with the negotiation and drafting of this Agreement. T&S consents to such

drafting and acknowledge and agree that it sought out separate legal counsel to advise it in connection with this Agreement, or it has not done so, it was given the opportunity to do so and has voluntarily chosen not to do so.

[Signature Pages Follow]

EXHIBIT "A"



INDICATES RECIPROCAL PERMANENT ACCESS EASEMENT. "THE PARTIES AGREE TO USE COMMERCIALY-REASONABLE EFFORTS TO ENSURE THEIR EMPLOYEES, AGENTS, INVITEES, AND CONTRACTORS PARK ON THEIR PARCEL."



T&S Properties, LLC

Southridge Professional Building, LLC

FORESIGHT
 LAND SURVEYORS
 1311 MAIN AVE. S, BROOKINGS, SD 57006
 PHONE: 605.695.6442 Foresight@brookings.net
 DATE: 8/15/24 J.N. 23-0188 EX A

CITY OF MADISON
VARIANCE APPLICATION

APPEAL NUMBER 747

Madison Area Development Corporation
APPLICANT (PRINT): (Lake Area Improvement Corporation) PHONE: (605) 256-0797

ADDRESS: 315 S Egan Ave, PO Box 32, Madison, SD 57042

OWNER (PRINT): _____ PHONE: _____
IF DIFFERENT THAN APPLICANT

ADDRESS: 1032 W CENTER STREET

I/WE, THE UNDERSIGNED, DO HEREBY PETITION THE BOARD OF ADJUSTMENT OF THE CITY OF MADISON SOUTH DAKOTA, TO ISSUE A VARIANCE FOR THE PROPERTY DESCRIBED AS:

LEGAL DESCRIPTION (Please print or type)

Tract 1 Henkins 1st Addition

GENERAL AREA OR STREET ADDRESS: 1032 W Center St

EXISTING LAND USE: CHILD CARE EXISTING ZONING: R-60

SIZE OF PARCEL: (ACRES) SQFT 1.5 LOT DIMENSIONS: WIDTH 233 LENGTH 300 DEPTH _____

SURROUNDING LAND USE

NORTH: PUBLIC PARK
SOUTH: RESIDENTIAL
EAST: RESIDENTIAL / PARK
WEST: RESIDENTIAL

PLEASE PROVIDE A BRIEF STATEMENT OF THE VARIANCE DESIRED AND PLEASE STATE THE HARDSHIP REQUIRING RELIEF. (Proof of hardship is on the applicant - Hardship examples are odd size or shape of the lot, unusual topography, etc. attach a letter of explanation to document requirements necessary to approve if necessary)

Signage for newly constructed Early Learning Center

I (we) further state that if this request is granted, I (we) will proceed with the actual construction in accordance with the plans herewith submitted within one year or additional time as extended from the effective date of the appeal.

SIGNATURE OF APPLICANT Brook M. Royce

SIGNATURE OF OWNER (IF DIFFERENT THAN APPLICANT) _____

NOTE: A SKETCH OF PROPOSED PROPERTY SHALL ACCOMPANY THIS APPLICATION, SHOWING THE FOLLOWING:

- 2. NORTH DIRECTION
- 2. DIMENSIONS OF PROPOSED STRUCTURE
- 3. STREET NAMES
- 4. OTHER INFORMATION AS MAY BE REQUESTED
- 5. LOCATION OF PROPOSED STRUCTURE ON LOT
- 6. DIMENSIONS OF FRONT AND SIDE SET BACKS
- 7. LOCATION OF ADJACENT EXISTING BUILDINGS

THE BOARD OF ADJUSTMENT MAY REQUIRE THAT SUCH PLANS BE PREPARED BY A REGISTERED ENGINEER OR LAND SURVEYOR.

**PLEASE USE THE ATTACHED SKETCH INSTRUCTION SHEET FOR AN EXAMPLE.

FOR OFFICIAL USE ONLY

DATE FILED WITH ADMINISTRATIVE OFFICIAL: _____
FEE PAID (NON-REFUNDABLE): _____ YES _____ NO
DATE OF HEARING: August 12, 2025
ACTION BY BOARD OF ADJUSTMENT: _____

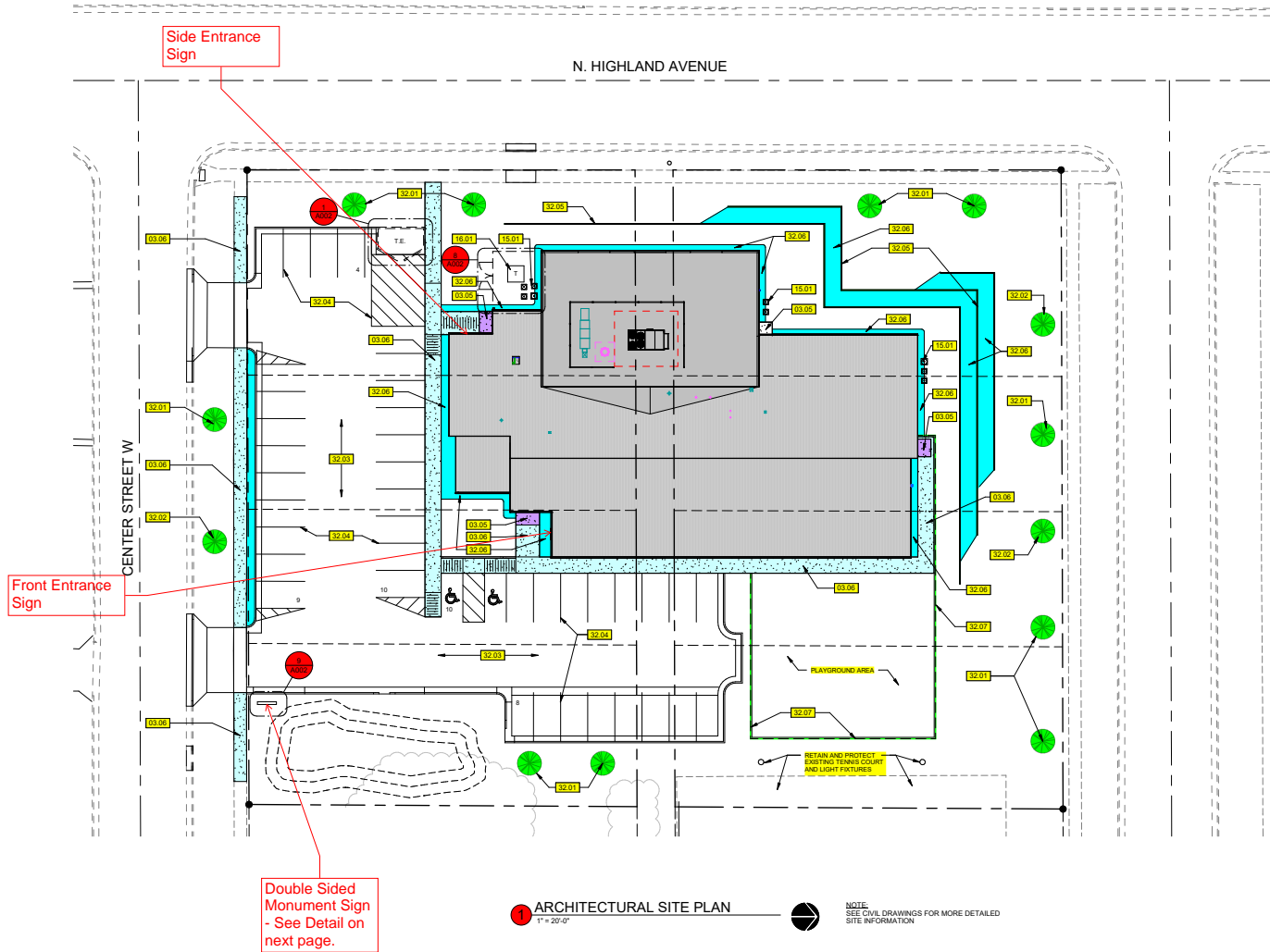


46369 223rd STREET
 NUNDA, SOUTH DAKOTA 57054
 605.695.8593
 amckillip@aristodesign.com
 www.aristodesign.com



Consultant

| KEYNOTE LEGEND | |
|----------------|--|
| NUMBER | NOTE |
| 03.05 | CONCRETE STOOP - SEE STRUCTURAL |
| 03.06 | CONCRETE SIDEWALK - SEE CIVIL DRAWINGS |
| 15.01 | CONDENSER UNIT - SEE MECHANICAL DRAWINGS |
| 16.01 | TRANSFORMER - SEE ELECTRICAL DRAWINGS |
| 32.01 | TREE - SEE CIVIL DRAWINGS |
| 32.02 | EXISTING TREE - SEE CIVIL DRAWINGS |
| 32.03 | ASPHALT PAVING - SEE CIVIL DRAWINGS |
| 32.04 | 4" WIDE PAINTED STRIPPING - YELLOW |
| 32.05 | RETAINING WALL - SEE CIVIL DRAWINGS |
| 32.06 | LANDSCAPE AREA - SEE CIVIL DRAWINGS |
| 32.07 | 4" HIGH CHAIN LINK FENCE |



KEY PLAN

| REVISIONS | DATE | NO. |
|---------------------------|------------|-----|
| ISSUED FOR PERMIT/CONSTR. | 06/07/2024 | - |
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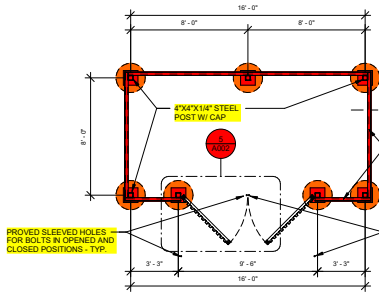
LAIC EARLY LEARNING CENTER

1022 West Center Street
 Medson, South Dakota

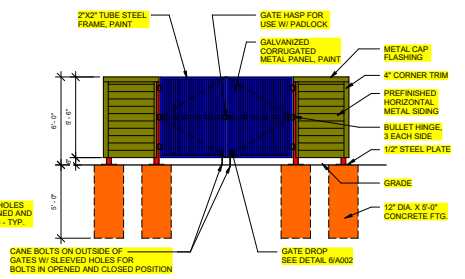
ARCHITECTURAL SITE PLAN

Project Number: 2395
 Scale: 1" = 20'-0"
 Date: 06/07/2024
 Sheet No:

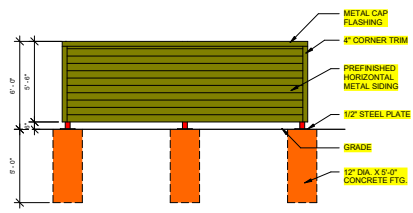
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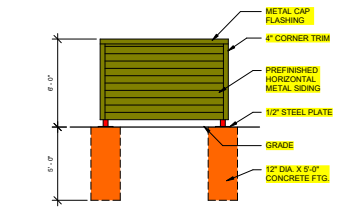
1 TRASH ENCLOSURE PLAN
1/4" = 1'-0"



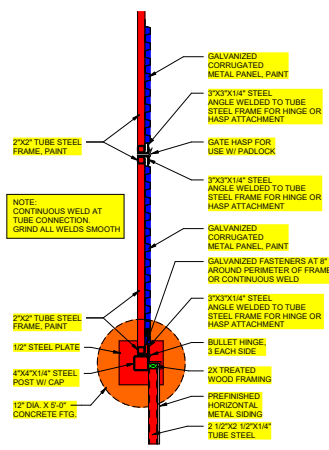
2 TRASH ENCLOSURE ELEV - FRONT
1/4" = 1'-0"



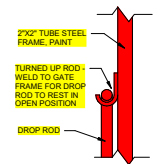
3 TRASH ENCLOSURE ELEV - BACK
1/4" = 1'-0"



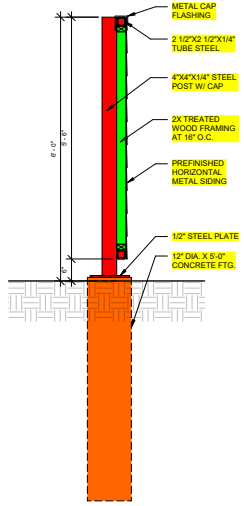
4 TRASH ENCLOSURE ELEV - SIDE
1/4" = 1'-0"



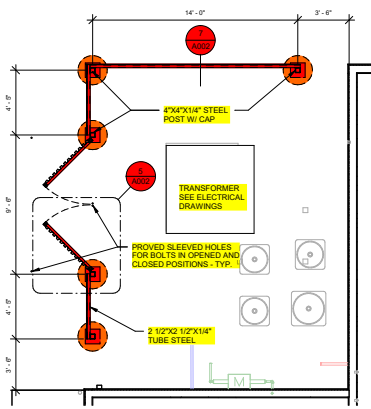
5 TRASH ENCLOSURE DETAIL
3/4" = 1'-0"



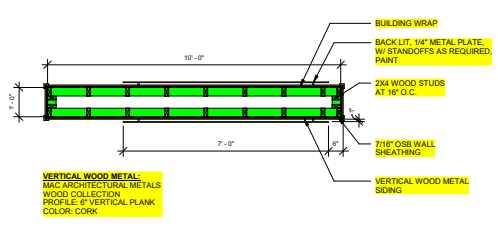
6 TRASH ENCLOSURE DETAIL
1/2" = 1'-0"



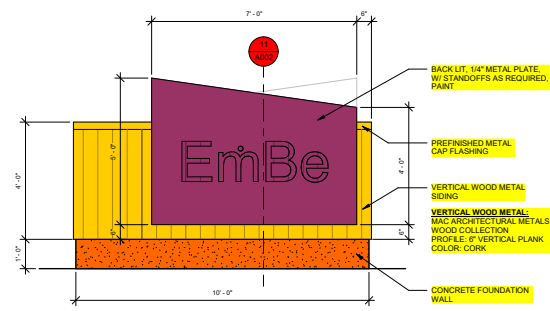
7 TRASH AND SCREEN WALL DETAIL
3/4" = 1'-0"



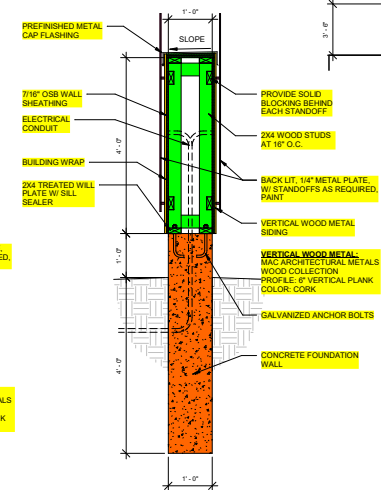
8 SCREEN WALL PLAN
1/4" = 1'-0"



9 MONUMENT SIGN PLAN
1/2" = 1'-0"



10 MONUMENT SIGN ELEVATION
1/2" = 1'-0"



11 MONUMENT SIGN DETAIL
3/4" = 1'-0"



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amcklip@aristodesign.com
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KEY PLAN

| REVISIONS | DATE | NO. |
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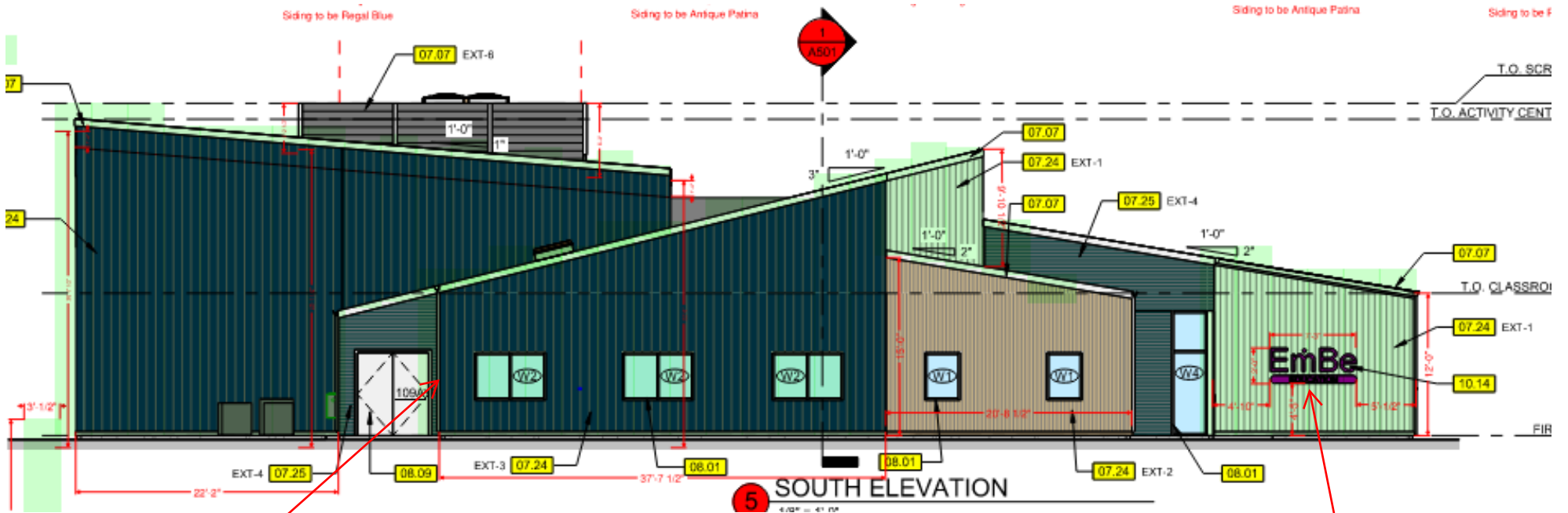
LAIC EARLY LEARNING CENTER

1022 West Center Street
Medison, South Dakota

SITE DETAILS

Project Number: 2305
Scale: As Indicated
Date: 06/07/2024
Sheet No:





Side Entrance Sign Location. Same size as the front entrance sign.

Front Entrance Sign Location.

